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13 Attorneys for The Roman  
Catholic Archbishop of San Francisco

14  
15 UNITED STATES BANKRUPTCY COURT

16 NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION

17 In re:

18 THE ROMAN CATHOLIC ARCHBISHOP  
OF SAN FRANCISCO,

19 Debtor and  
20 Debtor In Possession.

CASE NO. 23-30564

Chapter 11

**NOTICE OF ORDINARY COURSE  
PROFESSIONAL LIST SUPPLEMENT AND  
DECLARATIONS AND QUESTIONNAIRES  
OF SUPPLEMENTAL ORDINARY COURSE  
PROFESSIONALS IN SUPPORT OF THE  
RETENTION OF (1) PARTNERS IN  
MISSION SCHOOL LEADERSHIP SEARCH  
SOLUTIONS, LLC; (2) CATHOLIC LEGAL  
IMMIGRATION NETWORK, INC.**

Judge: Hon. Dennis Montali

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25  
26 On October 16, 2023, the Court entered an *Order Pursuant to 11 U.S.C. §§ 105(a), 327,*  
27 *328, and 330 Authorizing the Debtor to Employ Professionals Used in the Ordinary Course of*  
28

Case No. 23-30564

NOTICE OF OCP LIST SUPPLEMENT AND DECLARATIONS  
AND QUESTIONNAIRES OF SUPPLEMENTAL OCPS

1 *Business* [Docket No. 211] (the “OCP Order”)<sup>1</sup>.

2 Pursuant to the procedures set forth in the OCP Order, the debtor and debtor in possession,  
3 The Roman Catholic Archbishop of San Francisco (the “Debtor”) hereby provides to the Court  
4 and the Reviewing Parties the following OCP List Supplement together with the executed “OCP  
5 Declarations” and the “Retention Questionnaires,” copies of which are attached hereto, for the  
6 following ordinary course professionals:

7

Exhibit	Name of Supplemental Ordinary Course Professional
Exhibit 1	Partners in Mission School Leadership Search Solutions, LLC
Exhibit 2	Catholic Legal Immigration Network, Inc.

11

12 Dated: November 10, 2023

FELDERSTEIN FITZGERALD WILLOUGHBY  
PASCUZZI & RIOS LLP

14 By: /s/ Jason E. Rios  
15 PAUL J. PASCUZZI  
16 JASON E. RIOS  
THOMAS R. PHINNEY

17 Attorneys for The Roman Catholic Archbishop of  
18 San Francisco

19 Dated: November 10, 2023

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

21 By: /s/ Ori Katz  
22 ORI KATZ  
ALAN H. MARTIN

23 Attorneys for The Roman Catholic Archbishop of  
24 San Francisco

27  
28 <sup>1</sup> Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Ordinary Course Professionals Order.

# EXHIBIT 1

1  
2 **UNITED STATES BANKRUPTCY COURT**

3 **NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

4 In re:

5 THE ROMAN CATHOLIC  
6 ARCHBISHOP OF SAN FRANCISCO,

7 Debtor and  
8 Debtor In Possession.

Case No. 23-30564

Chapter 11

9 **DECLARATION AND DISCLOSURE  
10 STATEMENT OF LAWRENCE FUREY,  
11 ON BEHALF OF PARTNERS IN MISSION  
12 SCHOOL LEADERSHIP SEARCH  
13 SOLUTIONS, LLC**

14 To be completed by Professionals engaged by The Roman Catholic Archbishop of San  
15 Francisco, as debtor and debtor in possession ("Debtor"), in the above-captioned chapter 11 case.

16 I, Lawrence M. Furey, hereby declare as follows:

17 1. I am a owner of Partners in Mission School Leadership Search Solutions, LLC,  
18 located at 8 Nicklaus Way, Mashpee, MA 02649(the "Firm").

19 2. The Debtor in the above-captioned chapter 11 case has requested that the Firm  
20 provide retained executive search services to the Debtor, and the Firm has consented to provide  
21 such services (the "Services"). Attached hereto is a true and correct copy of the engagement  
22 agreement between the Debtor and the Firm (the "Engagement Agreement"). The Engagement  
23 Agreement does not contain indemnification and/or limitation of liability provisions.

24 3. The Services include, but are not limited to, the following:  
25 Retained executive search to secure a new Superintendent of Catholic Schools for the Archdiocese  
26 of San Francisco.

27 4. The Firm may have performed services in the past and may perform services in the  
28 future, in matters unrelated to this chapter 11 case, for persons that are parties in interest in the  
Debtor's chapter 11 case. As part of its customary practice, the Firm is retained in cases,  
proceedings, and transactions involving many different parties, some of whom may represent or  
be claimants or employees of the Debtor, or other parties in interest in this chapter 11 case. The  
Firm does not perform services for any such person in connection with this chapter 11 case. In  
addition, the Firm does not have any relationship with any such person, such person's attorneys,

1 or such person's accountants that would be adverse to the Debtor or its estate with respect to the  
2 matters on which the Firm is to be retained.

3 5. Neither I, nor any principal of, or professional employed by the Firm has agreed to  
4 share or will share any portion of the compensation to be received from the Debtor with any other  
5 person other than principals and regular employees of the Firm.

6 6. Neither I nor any principal of, or professional employed by the Firm, insofar as I  
7 have been able to ascertain, holds or represents any interest materially adverse to the Debtor or its  
8 estate with respect to the matters on which the Firm is to be retained.

9 7. As of the commencement of this chapter 11 case, the Debtor owed the Firm \$0 in  
10 respect of prepetition services rendered to the Debtor.

11 8. If at any time during the period of its employment, if the Firm should discover any  
12 facts bearing on the matters described herein, the Firm will supplement the information contained  
13 in this declaration.

14 Pursuant to 28 U.S.C. §1746, I declare under penalty of perjury under the laws of the  
15 United States of America that the foregoing is true and correct, and that this Declaration and  
16 Disclosure Statement was executed on October 30, 2023, at Mashpee, MA

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18   
Declarant Name  
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**Engagement Letter with Partners in Mission School Leadership Search Solutions, LLC**  
*(Archdiocese of San Francisco to print on its own letterhead)*

September 22, 2023

Mr. Lawrence M. Furey  
Founder, Partner  
Partners in Mission School Leadership Search Solutions, LLC  
8 Nicklaus Way  
Mashpee, MA 02649

Dear Larry,

We wish to engage the services of Partners in Mission School Leadership Search Solutions, LLC in conducting a national search for the Superintendent of Schools for the Archdiocese of San Francisco.

We understand that the initial step of the search process will be to gain an in-depth understanding of the archdiocese, its schools, culture, structure, and history. Once that has been accomplished, we understand that your focus will be on the individual position to be filled and assisting with finalizing the description for the Superintendent of Schools position. Your firm will also develop all requisite external marketing communications and assist in preparing any internal announcements to help keep the school and diocesan communities informed.

Further we understand that your firm will employ a multi-pronged approach to developing the respective candidate pools resulting in the development of a targeted list of candidates. This is done by utilizing your extensive proprietary database, along with targeting specific institutions and focusing on professionals within those institutions who appear to functionally fit our criteria.

During the active recruitment phase, your recruiters make direct telephone calls, conduct video interviews, send emails, and follow up on referrals. Any requirements for advance in-person interviews would be conducted by members of your team. We understand that you also post our position on professional association websites as additional market support in communicating our opportunity. Furthermore, we will provide postings on the diocesan website which will refer candidates to your firm for proper screening.

As the search proceeds, we will be provided with a "Potential Candidate" report which lists candidates who are moving forward in your processes. These candidates will be evaluated, and their credentials will be verified. We understand that your goal would be to provide each search committee with a qualified pool of three to five candidates. Once we have selected candidates for on-site interviews, your team will return to the Archdiocese of San Francisco and facilitate each of the respective interview processes. (We would ideally like to have two to three finalist candidates for the position.)

Sharing the updated recruitment reports on a regular basis and scheduling frequent conference calls throughout the process allows the search committees to have ongoing communication with you as the search process moves forward. Kyle Pietrantonio will lead the search and be assisted by Michael Furey, Shana Rossi, Chris Keavy, Aimee Viana, Tom Chadzutko, and Al Catelli. Our search lead will be available for, at a minimum, bi-weekly conference calls with the search committee, the purpose of which will be to discuss the targeted candidates as well as "Potential Candidates".

In consideration of conducting the search for our new Superintendent of Schools, we will compensate your firm a search fee of 30% of the successful candidate's first year salary, which is estimated to be

between \$225,000 and \$260,000, and discounted from your standard fee of 33% of the candidates final negotiated salary. We understand your search fee is invoiced in one-third increments as follows: (1) upon execution of this engagement agreement, (2) upon submission of three to five vetted candidates, and (3) upon selecting and on-boarding our selected candidate. We understand all search related expenses (consultant travel, job board posting fees, marketing collateral, etc., and estimated to be less than \$3,000) and visitation expenses related to any selected candidates will be the responsibility of the school and billed as incurred.

Further, we understand that there is a one-year placement guarantee for your retained searches. If the successful respective candidate leaves the position for any reason, other than death, disability, or is released with cause, within their first year of employment, your firm will conduct a similar search at no additional cost to the archdiocese other than out-of-pocket expenses.

We understand and agree to keep any candidate information confidential, and it will not be shared with anyone outside of our search committees. For a period of one year from the date of submission, should a candidate from any list you provide us be hired for any position in the archdiocese, we agree to compensate your firm with a search fee of 30% of any said position's first year salary.

Partners in Mission School Leadership Search Solutions, LLC would be responsible for initial reference checking, including verification of education and employment history as a part of the candidate qualification process. Additionally, your firm will also assist in facilitating the execution of formalized criminal background checking for finalist candidates at the archdiocese's expense.

Sincerely yours,

Rev. Patrick Summerhays  
Vicar General | Moderator of the Curia  
Archdiocese of San Francisco

Accepted:  
Partners in Mission School Leadership Search Solutions, LLC

By: \_\_\_\_\_  
Lawrence M. Furey, Founder, Partner

Date: \_\_\_\_\_

1 UNITED STATES BANKRUPTCY COURT

2 NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION

3 In re:

4 THE ROMAN CATHOLIC  
5 ARCHBISHOP OF SAN FRANCISCO,

6 Debtor and  
7 Debtor In Possession.

Case No. 23-30564

Chapter 11

RETENTION QUESTIONNAIRE

8 To be completed by Professionals engaged by Roman Catholic Archbishop of San  
9 Francisco, as debtor and debtor in possession ("Debtor"), which filed the above-captioned chapter  
10 11 case on **August 21, 2023**.

11 All questions **must** be answered. Please use "none," "not applicable," or "N/A," as  
12 appropriate. If more space is needed, please complete on a separate page and attach.

13 1. Name and address of professional:

14 Partners in Mission School Leadership Search Solutions, LLC, 8 Nicklaus Way, Mashpee, MA  
15 02649

16 2. Date of retention: October 24, 2023

17 3. Type of Services to be provided:

18 Retained executive search services for the Superintendent of Schools for the Archdiocese of San  
19 Francisco

20 4. Brief description of services to be provided:

21 We will conduct a nationwide search to secure a new Superintendent of Schools for the  
22 Archdiocese of San Francisco

23 5. Arrangements for compensation (hourly, contingent, etc.):

24 30% of the first year salary (estimated salary of \$225,000 to \$260,000)

25 (a) Average hourly rate (if applicable): \_\_\_\_\_

26 (b) Estimated average monthly compensation based on prepetition retention (if company  
27 was employed prepetition): \$15,000

28 6. Prepetition claims against the Debtor held by the company (if any):



1 Amount of claim: \$0 \_\_\_\_\_

2 Date claim arose: \_\_\_\_\_

3 Nature of claim: \_\_\_\_\_

4 7. Prepetition claims against the Debtor (if any) held individually by any member, associate, or  
5 employee of the company:

6 Name: \_\_\_\_\_

7 Status: \_\_\_\_\_

8 Amount of claim: \$ 0 \_\_\_\_\_

9 Date claim arose: \_\_\_\_\_

10 Nature of claim: \_\_\_\_\_

11 \_\_\_\_\_

12 8. Disclose the nature and provide a brief description of any interest adverse to the Debtor or  
13 its estate for the matters on which the professional is to be employed: NA

14 \_\_\_\_\_

15 \_\_\_\_\_

16 \_\_\_\_\_

17 9. Name and title of individual completing this form: Lawrence M. Furey, Partner and  
18 Founder

19 Dated: October 30, 2023

20 \_\_\_\_\_  
21 Lawrence M. Furey

22 \_\_\_\_\_

23 \_\_\_\_\_

24 \_\_\_\_\_

25 \_\_\_\_\_

26 \_\_\_\_\_

27 \_\_\_\_\_

28 \_\_\_\_\_

# EXHIBIT 2

1  
2 **UNITED STATES BANKRUPTCY COURT**

3 **NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION**

4 In re:

5 THE ROMAN CATHOLIC  
6 ARCHBISHOP OF SAN FRANCISCO,

7 Debtor and  
8 Debtor in Possession.

Case No. 23-30564

Chapter 11

**DECLARATION AND DISCLOSURE  
STATEMENT OF NICHOLAS FRANK,  
ON BEHALF OF CATHOLIC LEGAL  
IMMIGRATION NETWORK, INC.  
(CLINIC)**

10 To be completed by Professionals engaged by The Roman Catholic Archbishop of San  
11 Francisco, as debtor and debtor in possession (“Debtor”), in the above-captioned chapter 11 case.

12 I, Nicholas Frank, hereby declare as follows:

13 1. I am a lawyer of immigration law, located at Catholic Legal Immigration Network,  
14 Inc. (CLINIC) (the “Firm”).

15 2. The Debtor in the above-captioned chapter 11 case has requested that the Firm  
16 provide religious immigration legal services to the Debtor, and the Firm has consented to provide  
17 such services (the “Services”). There is no one singular engagement agreement between the Firm  
18 and the Debtor, our services are contracted out for each individual basis as the individual matters  
19 arise for individuals who have immigration issues. Attached hereto is a true and correct copy of a  
20 sample engagement agreement between the Debtor and the Firm (the “Engagement Agreement”).  
21 The Engagement Agreement contains indemnification and/or limitation of liability provisions as  
22 set forth at page 3, item p of the Engagement Agreement.

23 3. The Services include, but are not limited to, the following:  
24 providing advice on and helping file immigration petitions and applications on behalf of the  
25 Debtor

26 4. The Firm may have performed services in the past and may perform services in the  
27 future, in matters unrelated to this chapter 11 case, for persons that are parties in interest in the  
28 Debtor’s chapter 11 case. As part of its customary practice, the Firm is retained in cases,

1 proceedings, and transactions involving many different parties, some of whom may represent or  
2 be claimants or employees of the Debtor, or other parties in interest in this chapter 11 case. The  
3 Firm does not perform services for any such person in connection with this chapter 11 case. In  
4 addition, the Firm does not have any relationship with any such person, such person's attorneys,  
5 or such person's accountants that would be adverse to the Debtor or its estate with respect to the  
6 matters on which the Firm is to be retained.

7 5. Neither I, nor any principal of, or professional employed by the Firm has agreed to  
8 share or will share any portion of the compensation to be received from the Debtor with any other  
9 person other than principals and regular employees of the Firm.

10 6. Neither I nor any principal of, or professional employed by the Firm, insofar as I  
11 have been able to ascertain, holds or represents any interest materially adverse to the Debtor or its  
12 estate with respect to the matters on which the Firm is to be retained.

13 7. As of the commencement of this chapter 11 case, the Debtor owed the Firm \$0 in  
14 respect of prepetition services rendered to the Debtor.

15 8. If at any time during the period of its employment, if the Firm should discover any  
16 facts bearing on the matters described herein, the Firm will supplement the information contained  
17 in this declaration.

18 Pursuant to 28 U.S.C. §1746, I declare under penalty of perjury under the laws of the  
19 United States of America that the foregoing is true and correct, and that this Declaration and  
20 Disclosure Statement was executed on November 9, 2023, at Silver Spring, Maryland.

21 

22 \_\_\_\_\_  
Nicholas Frank



## Religious Immigration Services CLIENT AGREEMENT *for Services*

This Agreement is made between the Catholic Legal Immigration Network, Inc. ("CLINIC") and the below-named:

Select Assigned Attorney if known: [Click Here](#)

### EMPLOYER

U.S. Arch/Diocese or Religious Order: \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ Job Title: \_\_\_\_\_

**Signatory** (if different): \_\_\_\_\_ Job Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number/Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

### EMPLOYEE (FOREIGN BORN INDIVIDUAL)

Enter name as it appears in passport.

Title (choose one): [Click Here](#)

Last Name: \_\_\_\_\_ Date of Birth (mm/dd/yyyy): \_\_\_\_\_

First Name: \_\_\_\_\_ Nationality: \_\_\_\_\_

Middle Name: \_\_\_\_\_ Religious Name: \_\_\_\_\_

Current Address: \_\_\_\_\_

Street Apt. No. \_\_\_\_\_

City State Country Zip Code \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Is this individual currently in the U.S? [Click Here](#) **If YES, attach copy of visa and I-94 to this agreement.**

### IMMIGRATION BENEFIT SOUGHT

The specific immigration benefit sought is: [Click Here](#)

### CLINIC FEE

The engagement fee for this service is: \$ \_\_\_\_\_ Check #: \_\_\_\_\_

**Note:** If the process to obtain the benefit sought requires more than one step, each step will be specifically identified with a separate client agreement and separate fee. The scope of CLINIC's representation does not extend beyond the specific immigration benefit sought on this client agreement.

**Please return this agreement with the fee for services indicated AND requested documentation to your assigned attorney. We prefer documents be sent electronically via email or other online means.**

**Payment can be made here: [www.cliniclegal.org/rispayment](http://www.cliniclegal.org/rispayment)**

**OR**

**Please make your check payable to "CLINIC."**

CLINIC

Religious Immigration Services

8455 Colesville Road, Suite 960

Silver Spring, MD 20910

Attn: your attorney's name

## TERMS OF AGREEMENT

### CONSENT TO LIMITED JOINT REPRESENTATION:

We, the undersigned, understand that during the course of this immigration case, the Catholic Legal Immigration Network, Inc. ("CLINIC") will represent both parties, "Employer" and "Employee," in a limited joint representation.

CLINIC will have an attorney/client relationship with both the Employer and Employee. CLINIC owes both parties the duties owed by an attorney to a client. However, the Employer is CLINIC's primary client. This means that CLINIC will follow Employer's direction with respect to immigration strategies, the scope and timing of employment, and final outcome. CLINIC may keep confidential information about Employer, such as financial statements or personnel policies and decisions which may impact Employee. Any information shared by Employee may be shared freely with Employer. The agreement does not prohibit the parties from seeking outside counsel if they deem it necessary before or after signing of the contract.

### Conflict of Interest

If it becomes apparent to the CLINIC attorney that there is a conflict of interest between Employer and Employee, Employee agrees to seek independent counsel since it is not possible for CLINIC to represent both parties jointly any longer. Employee also agrees that in the event of such a conflict, CLINIC may continue to represent Employer since Employer has a primary relationship with CLINIC.

In addition, if CLINIC determines that representing the Employer or Employee conflicts with the interests of CLINIC generally, CLINIC may withdraw its representation in this matter.

### CLIENT'S RESPONSIBILITIES:

- a) CLINIC will begin work on a case only when it has received:
  - i) this Client Agreement, signed and dated by both the **Employer** representative and the **Employee** (foreign-born individual). If Employee is not able to sign, Employee's representative signature will suffice;
  - ii) 2) the correct legal fee; and 3) the completed employer and employee questionnaires, as well as **ALL** required documents in the attached list.
- b) CLINIC will prepare the case upon receiving ALL required documents and questionnaires. If the required documentation and/or information provided is incomplete, all parties accept that the case may be delayed until the required information is provided. All parties accept that "new" information learned by CLINIC after all necessary documents and questionnaires are reviewed may change the strategy and preparation of the case. Any changes required due to "new" information learned after the case has been prepared may result in additional legal fees.
- c) **Employer** must answer the employer questionnaire, provide all requested documents, and fully disclose all information requested by CLINIC legal staff.
- d) Unless otherwise instructed by the **Employer**, CLINIC will prepare the case requesting original receipt and approval notices be sent directly to the **Employer**. **Employer** is required to provide CLINIC with copies of such notices as soon as received from USCIS.
- e) **Employer** agrees to keep CLINIC legal staff informed of all changes in Employee addresses, telephone numbers, and email addresses, as well as any travel outside the U.S. and other relevant changes, or other information requested within five (5) days of the change/event. **Employer** is responsible for keeping a copy of immigration filings as well as tracking filing history and data.
- f) **Employee** must answer employee questionnaire (paper or online), provide all requested documents, voluntarily provide all information requested by CLINIC legal staff, disclose any previous immigration history, and respond truthfully to all questions asked by CLINIC legal staff.
- g) **Employee** agrees to keep all immigration records (e.g. I-94 record) and promptly provide updates and copies to the Employer. **Employee** must appear at all scheduled USCIS interviews or appointments regardless of whether CLINIC will be present. If **Employee** is unable to attend the scheduled interviews or appointments, **Employee** must inform CLINIC legal staff as soon as possible so that CLINIC legal staff can reschedule the interview or appointment. **Employee** may retain private counsel to appear at any USCIS interview or appointment but agrees to coordinate such representation with CLINIC

## FEES, COSTS, AND EXPENSES:

- h) All payments will be made according to the most recent CLINIC fee schedule.
- i) CLINIC will charge an additional fee if the case receives a Request for Evidence (RFE) from the United States Citizenship and Immigration Services (USCIS). Fees will be assessed per the hourly rate. CLINIC reserves the right to charge beyond the stated fee where a case becomes more complicated than originally anticipated or if a completed case requires significant change or updating.
- j) All legal fees are for services to be immediately rendered, regardless of the outcome of the case. Legal fees do not include government filing fees. A refund of legal fees will only be issued in limited circumstances, and upon approval of the CLINIC attorney and Director or Managing Attorney.
- k) After having received the fee and all the necessary documents requested, if CLINIC determines that the service cannot be immediately rendered (i.e. the Employer or Employee are found ineligible for the immigration benefit sought), CLINIC will stop any case preparation and a full or partial refund will be made to the payor on a case-by-case basis. In addition to legal fees, Employer and Employee will be responsible for expedited shipping and the costs associated with reviewing and shipping the Client's file should a copy of the file be requested.

## REPRESENTATION AND POST-REPRESENTATION MATTERS:

- l) CLINIC cannot guarantee that the benefit sought will be granted, even though all of the required documents and fees are filed. CLINIC also cannot guarantee the time within which an outcome can be expected or achieved.
- m) CLINIC may reassign or transfer a case among legal staff depending on the needs of the agency. CLINIC will inform Employer and Employees of any such transfer.
- n) CLINIC is not obligated to continue representation in all steps of the immigration process and may withdraw its representation and close a case after notifying the Employer and Employee.
- o) CLINIC may withdraw from a case if the Employer and Employee do not comply with the responsibilities discussed above.
- p) The parties agree to the extent permitted by law, to indemnify and hold harmless CLINIC from and against liability for damages to the extent actually caused by the negligent acts, errors or omissions of the religious organization and the foreign national for whom the organization is legally liable.
- q) CLINIC will keep an electronic copy of a closed case file for five (5) years. During the five-year period, the Employer or Employee may request a copy of the file (charges will apply). At the end of the five-year period, the file will be destroyed.
- r) CLINIC will preserve this signed agreement electronically, and the parties agree that the electronic version will serve as the original agreement.

**By signing below, the parties acknowledge that they have read and understood the terms above and agree to them and that they have decided to proceed with the limited joint representation in this case.**

Dated:

Employer Representative:

Dated:

Employee:

Dated:

CLINIC Attorney:

# **Required Documentation CHECKLIST**

## **EMPLOYEE - FOREIGN NATIONAL**

**Return these documents with the signed Client Agreement and legal fee.**

**Do not return separately.**

**All documents written in a foreign language must be submitted with an English Translation and a Certificate of Translation.**

**DO NOT SEND ORIGINAL DOCUMENTS. SEND CLEAR COLOR COPIES ONLY.**

### **Foreign National Questionnaire and Copies of the Following Documents:**

- Baptism Certificate AND recently dated document showing membership in the denomination the last 2 years
- Qualifications:
  - Certificate of Ordination (if applicable)
  - Proof of Vows (if applicable)
  - For Ministers: Copies of Diplomas and Transcripts for ALL Religious Studies
- Color Copy of Entire Passport (including blank pages AND Current Visa)
- Resume / History of Participation in Religious Activities (w/ beginning and ending dates)
- Proof of Periods of Stay in R (Religious Worker) Status:
  - Copies of ALL electronic I-94s from the CBP website and any I-94 cards
  - Copies of I-129 Approval Notices, Visas, and Passport Entry / Exit Stamps while in R-1 status

### **FOR EXTENSIONS OF R-1 STATUS AND I-360 PETITIONS:**

- Copies of W2s (and all schedules and attachments) or other proof of compensation for previous position. (Other proof could include copies of health insurance cards, health insurance premium paid, housing provided, stipends provided to foreign national, etc.)
- Paystubs for Current Year (Paystubs are not required for any year that is covered by a W-2.)
- If ANY part of the past two years of experience was not with current employer, provide an experience letter written by an authorized official of the prior employer. Letters must include the following:
  - Name of employer
  - Specific dates of employment
  - Specific job duties
  - Number of hours worked per week
  - Form and amount of compensation
  - Level of responsibility/supervision

***This list is not exclusive. Your attorney may require additional documentation if necessary.***



# **Required Documentation CHECKLIST**

## **EMPLOYER - PETITIONER**

**Return these documents with the signed Client Agreement and legal fee.**

**Do not return separately.**

**All documents written in a foreign language must be submitted with an English Translation and a Certificate of Translation.**

**DO NOT SEND ORIGINAL DOCUMENTS. SEND CLEAR COLOR COPIES ONLY.**

### **Employer Questionnaire and copies of the following documents:**

- Financial Documents:
  - Most Recent Audited Financial Statement (or best financial statement available)
  - Past Evidence of Compensation for Similar Position (such as priest payment policy statements or house budgets for religious orders)
- Religious Organization Location: (Please note that we need these items for both the main offices for the diocese/order (such as Chancery for diocese and monastery for order) and the building where the foreign national will work, if different from the main offices.)
  - Lease Agreements, Deeds, Rental Agreements and/or Mortgage Payments
  - Utility Bills (previous 3 months)
    - We only need three months of one type of utility bill. This could be three months of water, gas, or electric.
  - Color Photos of Inside and Outside of Buildings
    - Examples: Chancery for a Diocese and Monastery for a Religious Order
    - We will also need photos of the buildings where foreign national will live and work, if different from main offices of religious organization. For example, we would need photos of the parish and rectory for a parish priest.
- Church Bulletins for Work Location (if applicable)
- Constitutions for Religious Orders:
  - Please provide copies of relevant sections, such as general information about
  - the structure of the religious order and any information on formation steps.
  - If the Constitutions are available online, please send us the webpage link and we can obtain the copies from there.
- Daily or Weekly Work Schedule (listing duties, times, etc.)

***This list is not exclusive. Your attorney may require additional documentation if necessary.***

1 UNITED STATES BANKRUPTCY COURT

2 NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION

3 In re:

4 THE ROMAN CATHOLIC  
5 ARCHBISHOP OF SAN FRANCISCO,

6 Debtor and  
7 Debtor in Possession.

Case No. 23-30564

Chapter 11

RETENTION QUESTIONNAIRE

8 To be completed by Professionals engaged by Roman Catholic Archbishop of San  
9 Francisco, as debtor and debtor in possession ("Debtor"), which filed the above-captioned chapter  
10 11 case on **August 21, 2023**.

11 All questions **must** be answered. Please use "none," "not applicable," or "N/A," as  
12 appropriate. If more space is needed, please complete on a separate page and attach.

13 1. Name and address of professional:

14 Nicholas Frank

15 8455 Colesville Road Suite 960, Silver Spring, MD 20910

16 Catholic Legal Immigration Network, Inc. (CLINIC)

17 2. Date of retention: Not Applicable. A singular date of retention is not wholly applicable as  
18 again CLINIC contracts on a service-by-service basis with the Debtor and have been doing so for  
19 over a dozen years.

20 3. Type of Services to be provided:

21 Immigration law with a particular emphasis on religious employment and adjustment of status.

22 4. Brief description of services to be provided:

23 Help filing petitions and applications regarding religious immigration/employment and broader  
24 advice regarding the same.

25 5. Arrangements for compensation (hourly, contingent, etc.):

26 The majority of our work is compensated on a flat fee per service, with some work being work  
27 being paid hourly for niche and nuanced work.

28 (a) Average hourly rate (if applicable): \$450 for what services are hourly, most work is

1 a flat fee per service.

2 (b) Estimated average monthly compensation based on prepetition retention (if company  
3 was employed prepetition): Not Applicable

4 6. Prepetition claims against the Debtor held by the company (if any):

5 Amount of claim: \$ Not Applicable

6 Date claim arose: \_\_\_\_\_

7 Nature of claim: \_\_\_\_\_

8 7. Prepetition claims against the Debtor (if any) held individually by any member, associate, or  
9 employee of the company:

10 Name: Not Applicable

11 Status: \_\_\_\_\_

12 Amount of claim: \$ \_\_\_\_\_

13 Date claim arose: \_\_\_\_\_

14 Nature of claim: \_\_\_\_\_

15 \_\_\_\_\_

16 8. Disclose the nature and provide a brief description of any interest adverse to the Debtor or  
17 its estate for the matters on which the professional is to be employed:

18 Not Applicable

19 9. Name and title of individual completing this form:

20 Nicholas Frank, staff attorney for the Religious Immigration Services section of Catholic Legal  
21 Immigration Network, Inc. (CLINIC)

22 Dated: November 9, 2023



23 NICHOLAS FRANK

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